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TECH CENTER

Docket No. 113019.179 US1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of :  
:   
Ke-Wen DONG et al. :  
:   
Serial No. 09/252,828 : Group Art Unit: 1641  
:   
Filed: February 19, 1999 : Examiner: Lisa V. Cook  
:   
For: RECOMBINANT BIOLOGICALLY ACTIVE HUMAN ZONA PELLUCIDA  
PROTEIN 3 (HZP3) TO TEST MALE FERTILITY

**REVOCATION OF POWER OF ATTORNEY AND**  
**APPOINTMENT OF NEW AGENT**

Commissioner for Patents  
Washington, D.C. 20231

Sir:

The undersigned assignee of the above-identified abandoned patent application hereby revokes all previous Powers of Attorney and appoints the following attorneys with full power to prosecute the application, to make alterations and amendments therein, and to transact all business in the United States Patent Office therewith.

I hereby appoint the following registered practitioners, and all registered practitioners listed at **customer number 24395**:

Scott M. Alter, Reg. No. 32,879; Hollie L. Baker, Reg. No. 31,321; Barbara A. Barakat, Reg. No. 32,190; Steven D. Barrett, Reg. No. 40,903; Michael J. Bevilacqua, Reg. No. 31,091; Sally Byrne, Reg. No. 40,545; Scott Carey, Reg. No. P50,998; David L. Cavanaugh, Reg. No. 36,476; David J. Cervený, Reg. No. 44,600; Nancy Chiu, Reg. No. 43,545; Michael A. Diener, Reg. No. 37,122; Peter M. Diciara, Reg. No. 38,005; Gregory S. Discher, Reg. No. 42,488; Irah H. Donner, Reg. No. 35,120; Neal Goldberg, Reg. No. 48,527; Richard A. Goldenberg, Reg. No. 38,895; Edward D. Grief, Reg. No. 38,898; Joseph F. Haag, Reg. No. 42,612; Wendy A. Haller, Reg. No. 35,177; Anthony H. Kahng, Reg. No. 42,704; Wayne M. Kennard, Reg. No. 30,271; Wayne A. Keown, Reg. No. 33,923; Ann-Louise Kerner, Reg. No. 33,523; Janice M. Klunder, Reg. No. 41,121; James B. Lampert, Reg. No. 24,564; Ayla A. Lari, Reg. No. 43,739; Nels Lippert, Reg. No. 25,888; Jane M. Love, Ph.D., Reg. No. 42,812; Maria L. Maebius, Reg. No. 42,967; Dominic Massa, Reg. No. 44,905; Robert McIsaac, Reg. No. 46,918; Tiffany Mendez, Reg. No. P50,160; Cynthia K. Nicholson, Reg. No. 36,880; Keum

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with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and all future correspondence should be addressed to them at the address at **customer number 24395**, and specifically:

Henry N. Wixon, Esq.  
HALE AND DORR  
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Respectfully submitted,

By: Robert F. Williams  
NAME: Robert F. Williams  
TITLE: Director, Office of Technology Transfer  
Eastern Virginia Medical School  
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Date: October 13, 2003



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. Patent Applications: 09/252,828

STATEMENT UNDER 37 C.F.R. 3.73(b)

Commissioner for Patents  
Washington, D.C. 20231

Sir:

In accordance with the provisions of 37 C.F.R. 3.73(b), EASTERN VIRGINIA MEDICAL SCHOOL hereby states that it is the assignee of the entire right, title, and interest of the following U.S. Patents by virtue of a chain of title from the inventors to the current assignee as follows:

Pending Applications and Issued Patents	Filing Date/ Issue Date	Title	Assignment from Inventors to EASTERN VIRGINIA MEDICAL SCHOOL
09/252,828	February 19, 1999	RECOMBINANT BIOLOGICALLY ACTIVE HUMAN ZONA PELLUCIDA PROTEIN 3 (HZP3) TO TEST MALE FERTILITY	Assignment from Ke-Wen Dong, Sergio Oehninger, and William E. Gibbons to Eastern Virginia Medical School a copy of which is attached hereto and will be recorded in the U.S. Patent & Trademark Office

The undersigned is empowered to sign this statement on behalf of the assignee

EASTERN VIRGINIA MEDICAL SCHOOL

Date: October 13, 2003

By: Robert F. Williams  
NAME: Robert F. Williams  
TITLE: Director, Office of  
Technology Transfer

## ASSIGNMENT AND AGREEMENT

*WHEREAS*, Ke-Wan DONG of 1115 Plantation Lakes Circle, Chesapeake, Virginia 22320; Sergio OEHNINGER of 6823 Gardner Driv , Norfolk, Virginia 23518 and William E. GIBBONS of 1413 South Veaux Loop, Norfolk, Virginia 23509; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **RECOMBINANT BIOLOGICALLY ACTIVE HUMAN ZONE PELLUCIDA PROTEINS 3 (HZP3) TO TEST MAIL FERTILITY** for which an application for United States Letters Patent was filed on February 19, 1998 as Application No. 60/075,079; and

*WHEREAS*, Eastern Virginia Medical School, an ~~institution of higher education~~, and having its principal address at P.O. Box 1980, 601 Colley Avenue, Norfolk, Virginia 23501-1980 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and

protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

*ASSIGNOR HEREBY REPRESENTS AND WARRANTS* that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

*ASSIGNOR HEREBY GRANTS* to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

*ASSIGNOR UNDERSTANDS AND AGREES* that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 24 day of August, 2002.

  
KE-WEN DONG

Executed this 26 day of August, 2002.

  
SERGIO OEHNINGER

Executed this 19 day of August, 2002.

  
WILLIAM E. GIBBONS